

Our ref: DMCM\SYT\ 02-3000-6626  
Partner: David McManus  
Direct line: +61 2 9258 6094  
Email: david.mcmanus@ashurst.com  
Contact: Nicole Pedler, Senior Associate  
Direct line: +61 2 9258 6170  
Email: nicole.pedler@ashurst.com

Ashurst Australia  
Level 36, Grosvenor Place  
225 George Street  
Sydney NSW 2000  
Australia

GPO Box 9938  
Sydney NSW 2001  
Australia

Tel +61 2 9258 6000  
Fax +61 2 9258 6999  
DX 388 Sydney  
www.ashurst.com

2 July 2015

**BY ELECTRONIC LODGEMENT**

Company Announcements  
ASX Limited  
Exchange Centre  
20 Bridge Street  
Sydney NSW 2000

**ashurst**

**SPTS Technologies UK Limited – Form 605 - Notice of ceasing to be a substantial holder  
in relation to BluGlass Limited (ASX: BLG)**

We are instructed to lodge the **enclosed** Form 605 (Notice of ceasing to be a substantial holder) in relation to BluGlass Limited ACN 116 825 793.

Yours faithfully

*Ashurst Australia*

**Ashurst Australia**

AUSTRALIA BELGIUM CHINA FRANCE GERMANY HONG KONG SAR INDONESIA (ASSOCIATED OFFICE) ITALY JAPAN  
PAPUA NEW GUINEA SINGAPORE SPAIN SWEDEN UNITED ARAB EMIRATES UNITED KINGDOM UNITED STATES OF AMERICA

Ashurst Australia (ABN 75 304 286 095) is a general partnership constituted under the laws of the Australian Capital Territory carrying on practice under the name "Ashurst" under licence from Ashurst LLP. Ashurst LLP is a limited liability partnership registered in England and Wales, and is a separate legal entity from Ashurst Australia. In Asia, Ashurst Australia, Ashurst LLP and their respective affiliates provide legal services under the name "Ashurst". Ashurst Australia, Ashurst LLP or their respective affiliates has an office in each of the places listed above.

235589644.02

**Form 605**  
Corporations Act 2001  
Section 671B

## Notice of ceasing to be a substantial holder

To Company Name/Scheme BluGlass Limited

ACN/ARSN 116 825 793

### 1. Details of substantial holder (1)

Name SPTS Technologies UK Limited (previously SPP Process Technology Systems Ltd)

ACN/ARSN (if applicable) N/A

This notice is given by SPTS Technologies UK Limited (**SPTS**) on behalf of itself and each of the persons (**SPTS Associates and Orbotech Associates**) named in the list of 2 pages annexed to this notice and marked **A**.

The holder ceased to be a

substantial holder on 30/06/2015

The previous notice was given to the company on 02/09/2014

The previous notice was dated 01/09/2014

### 2. Changes in relevant interests

Particulars of each change in, or change in the nature of, a relevant interest (2) of the substantial holder or an associate (3) in voting securities of the company or scheme, since the substantial holder was last required to give a substantial holding notice to the company or scheme are as follows:

Date of change	Person whose relevant interest changed	Nature of change (4)	Consideration given in relation to change (5)	Class (6) and number of securities affected	Person's votes affected
30/06/2015	SPTS and SPTS Associates	Sale of securities pursuant to Share Sale Agreement of 11 pages dated 30/06/2015, a copy of which is annexed to this notice and marked <b>B</b> .	US\$2,000,000	57,261,995	17.94%
30/06/2015	Orbotech Associates	Sale by SPTS of securities in which the Orbotech Associates were taken under section 608(3)(b) of the Corporations Act to have a relevant interest by reason of having control of SPTS.	N/A	57,261,995	17.94%

### 3. Changes in association

The persons who have become associates (3) of, ceased to be associates of, or have changed the nature of their association (7) with, the substantial holder in relation to voting interests in the company or scheme are as follows:

Name and ACN/ARSN (if applicable)	Nature of association
N/A	N/A

### 4. Addresses

The addresses of persons named in this form are as follows:

Name	Address
SPTS	Ringland Way, Newport, Gwent, Wales, NP182TA
SPTS Associates	As set out in the list of 2 pages annexed to this notice and marked <b>A</b> .
Orbotech Associates	As set out in the list of 2 pages annexed to this notice and marked <b>A</b> .

---

 Signature

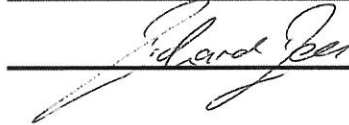
print name

RICHARD REES

capacity

CFO

sign here



date 01/07/2015

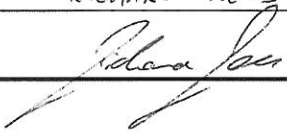
## DIRECTIONS

- (1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 4 of the form.
- (2) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
- (3) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (4) Include details of:
  - (a) any relevant agreement or other circumstances because of which the change in relevant interest occurred. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
  - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).

See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.
- (5) Details of the consideration must include any and all benefits, moneys and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.
- (6) The voting shares of a company constitute one class unless divided into separate classes.
- (7) Give details, if appropriate, of the present association and any change in that association since the last substantial holding notice.

## Annexure A to Form 605

This is Annexure A of 2 pages referred to in Form 605 prepared by SPTS Technologies UK Limited in respect of BluGlass Limited and signed by me and dated:

print name RICHARD REES capacity CEO  
 sign here  date 01/07/15

## SPTS Associates

Name	Address
SPTS Technologies Sapphire Limited	Ringland Way, Newport, Gwent, Wales, NP182TA
SPTS Technologies Investments Limited	Ringland Way, Newport, Gwent, Wales, NP182TA
SPTS Technologies Holdings Limited	Ringland Way, Newport, Gwent, Wales, NP182TA
SPTS Technologies Group Limited	Ringland Way, Newport, Gwent, Wales, NP182TA

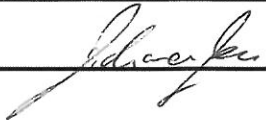
## Orbotech Associates

Name	Address
Orbotech Ltd.	7 Sanhedrin Boulevard, P.O. Box 215, Yavne 8110101, Israel
Orbotech Holding U.K. Limited	Ringland Way, Newport, Gwent, Wales, NP182TA
Orbotech, Inc.	44 Manning Road, Billerica MA 01821, U.S.A.
Orbotech S.A.	Rue de le Fusee 62-64, B-1130 Bruxelles, Belgium
Orbot Europe S.A.	Rue de le Fusee 62-64, B-1130 Bruxelles, Belgium
Orbotech Singapore Corporation Pte. Ltd	20 Science Park Rd., #03-25, TeleTech Park, Singapore Science Park 2, Singapore 117674
Orbotech B.V.	C/- Vistra Netherlands, WTC Schiphol Airport, B Tower 5th floor, Schiphol Boulevard 231, 1118 BH Amsterdam Schiphol, The Netherlands
Orbotech Pacific Ltd.	Units 404-7, 4th Floor, Berkshire House, 25 Westlands Road, Quarry Bay, Hong Kong
Orbotech Logistics Ltd.	Units 404-7, 4th Floor, Berkshire House, 25 Westlands Road, Quarry Bay, Hong Kong
Orbotech Korea Ltd.	2nd Floor, Sunnam CCI Building, 164, Yanghyeon-ro, Bundang-Gu, Sunnam City, Kyungki-Do Korea 463829
Orbotech Japan Ltd.	Sumitomo Aobadai Hills, 4-7-7 Aobadai, Meguro-ku, Tokyo 153-0042
Orbograph Ltd.	7 Sanhedrin Boulevard, P.O. Box 215, Yavne 8110101, Israel
Orbot Systems Ltd.	7 Sanhedrin Boulevard, P.O. Box 215, Yavne 8110101, Israel
Orbotech Medical Solutions Ltd.	7 Sanhedrin Boulevard, P.O. Box 215, Yavne 8110101, Israel

Name	Address
Frontline P.C.B. Solutions Ltd.	2 Openheimer St., Rehovot 7670102, Israel
Orbotech Technology Ventures Ltd.	7 Sanhedrin Boulevard, P.O. Box 215, Yavne 8110101, Israel
Photon Dynamics, Inc.	5970 Optical Court, San Jose, CA 95138, U.S.A.
Photon Dynamics Solar Corporation	5970 Optical Court, San Jose, CA 95138, U.S.A.
Orbotech LT Solar, LLC	5970 Optical Court, San Jose, CA 95138, U.S.A.
Orbotech Italia Srl	Piazza Velasca 5, 20122 Milano
Laser Imaging Systems Verwaltungs GmbH	Friedrich-Hund-Straße 3, 07745 Jena, Germany
Laser Imaging Systems & Co. KG	Friedrich-Hund-Straße 3, 07745 Jena, Germany
Orbotech Holding GmbH	Konningstrasse 10 C, 70173 Stuttgart
Orbotech Deutschland GmbH	Konningstrasse 10 C, 70173 Stuttgart
New System Srl	Via Monte Hermada 5 Gorizia, I 34170 Italy
Orbotech Asia Ltd.	Units 404-7, 4th Floor, Berkshire House, 25 Westlands Road, Quarry Bay, Hong Kong
Orbotech Electronics (Shenzhen) Company Ltd.	1/F Ministrant of Shekou Technology Building, 7Th Industry Road Nanshan District, Shenzhen - 518067, P R China
Orbotech Electronics (Suzhou) Company Ltd.	Unit F No.1 Kezhi Road Suzhou Industry Park, Suzhou 215121, P. R. China
Orbotech Caribbean Ltd.	C/- P.O. Box 957, Offshore Incorporations Centre, Road Town, Tortola, British Virgin Islands
Frontline P.C.B. Solutions LP	2 Openheimer St., Rehovot 7670102, Israel
Orbotech Technology Ventures LP	7 Sanhedrin Boulevard, P.O. Box 215, Yavne 8110101, Israel

**Annexure B to Form 605**

This is Annexure B of 11 pages referred to in Form 605 prepared by SPTS Technologies UK Limited in respect of BluGlass Limited and signed by me and dated:

print name	<u>RICHARD REES</u>	capacity	<u>CEO</u>
sign here	<u></u>	date	<u>01/07/15</u>

## **Share Sale Agreement**

for the sale and purchase of certain shares in the capital of  
BluGlass Limited

- SPTS Technologies UK Limited
- SPP Technologies Co., Ltd

Dated *30 June* 2015

## Contents

1.	Definitions and interpretation.....	1
2.	Sale and purchase of the Shares .....	3
3.	Consideration .....	3
4.	Completion .....	3
5.	General.....	3
6.	Announcements .....	5
7.	Costs and expenses.....	6
8.	Notices .....	6
9.	Governing law and jurisdiction .....	6



This Agreement is made on

30 June

2015

Between:

- (1) **SPTS Technologies UK Limited** (a company incorporated in the United Kingdom with company number: 07037812) whose registered office is at SPTS, Ringland Way, Newport, Gwent NP18 2TA (the "**Vendor**"); and
- (2) **SPP Technologies Co., Ltd.** (a company incorporated and registered in Japan with company number: 0100-01-142853) and with its principal office at Keidanrenkaikan 15F, 1-3-2 Otemachi, Chiyoda-ku, Tokyo 100-0004, Japan (the "**Purchaser**").

**Background:**

- (A) The Vendor is the holder of the Shares. The Shares are listed on the ASX. The Shares and the trading of the Shares are subject to, amongst other things, the ASX Rules.
- (B) The Vendor has agreed to sell and the Purchaser has agreed to purchase the Shares (as defined below) on the terms of this Agreement.

**It is agreed as follows:**

**1. Definitions and interpretation**

- 1.1 In this Agreement, unless the context otherwise requires, the following definitions shall apply:

**"2006 Act"** means the Companies Act 2006.

**"Agreement"** means this agreement (including any schedule or annexure to it).

**"ASX"** means ASX Limited (ACN 008 624 691) or the securities market which it operates, as the context requires.

**"ASX Rules"** means the official listing rules of ASX.

**"Company"** means BluGlass Limited (ABN 20 116 825 793) whose registered office is at 74 Asquith Street, Silverwater, Sydney, NSW 2128.

**"Completion"** means the completion of the sale and purchase of the Shares in accordance with clause 4.

**"Consideration"** means the consideration payable by the Purchaser to the Vendor for the Shares under clause 3.

**"Group"** means together a company, that company's Holding Company and any Subsidiaries of any such Holding Company.

**"Holding Company"** means any holding company within the meaning of section 1159 of the 2006 Act and any parent undertaking within the meaning of sections 1161 and 1162 of the 2006 Act.

**"Security Transfer Registrars Pty Ltd"** means Security Transfer Registrars Pty Ltd, PO Box 535 Applecross WA 6953, Australia.

**"Shares"** means 57,261,995 fully paid up ordinary shares in the capital of the Company.

**"Stock Transfer Form"** means the issuer sponsored off market stock transfer form in the form substantially as attached to this Agreement.

**"Subsidiaries"** means any subsidiaries within the meaning of section 1159 of the 2006 Act and any subsidiary undertakings within the meaning of sections 1161 and 1162 of the 2006 Act and **"Subsidiary"** means any of them.

1.2 In this Agreement:

- (a) words in the singular include the plural and vice versa and words in one gender include any other gender;
- (b) a reference to a statute or statutory provision includes:
  - (i) any subordinate legislation made under it; and
  - (ii) any statute, statutory provision or subordinate legislation which modifies, consolidates, re-enacts or supersedes it,whether such subordinate legislation, re-enactment, statute, or statutory provision comes into force before or after the date of this Agreement, except to the extent that such subordinate legislation, re-enactment, statute or statutory provision comes into force after the date of this Agreement and would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any party;
- (c) a reference to:
  - (i) any party includes its successors in title and permitted assigns;
  - (ii) a **"person"** includes any individual, firm, body corporate, association or partnership, government or state (whether or not having a separate legal personality);
  - (iii) clauses and schedules are to clauses and schedules of this Agreement and references to sub-clauses and paragraphs are references to sub-clauses and paragraphs of the clause or schedule in which they appear;
  - (iv) any provision of this Agreement is to that provision as amended in accordance with the terms of this Agreement;
  - (v) any document being **"in the agreed form"** means in a form which has been agreed by the parties on or before the date of this Agreement and for identification purposes signed by them or on their behalf by their solicitors;
  - (vi) **"writing"** shall not, for the avoidance of doubt, include e-mail or any other communication in electronic form, other than facsimile where explicitly stated and **"written"** shall be construed accordingly;
- (d) **"dollars"** and the sign **"\$"** means US dollars in the currency of the United States of America;
- (e) the table of contents and headings are for convenience only and shall not affect the interpretation of this Agreement;
- (f) general words shall not be given a restrictive meaning:
  - (i) if they are introduced by the word **"other"** by reason of the fact that they are preceded by words indicating a particular class of act, matter or thing; or
  - (ii) by reason of the fact that they are followed by particular examples intended to be embraced by those general words;

- (g) the word "including" or any variation thereof means "including, without limitation" and shall not be construed to limit any general statement that it follows to the specific or similar terms or matters immediately following it.

## **2. Sale and purchase of the Shares**

- 2.1 Subject to the terms of this Agreement, the Vendor shall sell and the Purchaser shall purchase, with effect from Completion, the Shares:
- (a) free from all charges and encumbrances (whether monetary or not) levied against the Shares on or after 7 August 2014 and that otherwise the Shares are being sold AS IS; and
  - (b) including all rights which were attached to or had accrued on the Shares at Completion, including the right to receive any dividend not yet paid at Completion.
- 2.2 The Purchaser shall not be obliged to complete the purchase of any of the Shares unless the sale and purchase of all the Shares is completed simultaneously.

## **3. Consideration**

- 3.1 The Consideration is the payment by the Purchaser to the Vendor of the sum of US\$2,000,000, which shall be payable in immediately available funds at Completion in accordance with clause 4.

## **4. Completion**

- 4.1 Completion shall take place at the offices of Osborne Clarke immediately following the signing of this Agreement, and for the avoidance of doubt, on the same day as the signing of this Agreement.
- 4.2 On Completion, the Vendor shall deliver to the Purchaser the Stock Transfer Form, duly completed and executed by the registered holder, in favour of the Purchaser.
- 4.3 When the Vendor has complied with the provisions of sub-clause 4.2 (*Completion*), the Purchaser shall:
- (a) countersign the Stock Transfer Form;
  - (b) lodge the Stock Transfer Form or procure that the Stock Transfer Form is lodged with Security Transfer Registrars Pty Ltd, to ensure that the Stock Transfer Form is received by Security Transfer Registrars Pty Ltd within 2 Business Days of Completion; and
  - (c) pay the Consideration to the Vendor by telegraphic transfer to an account notified in writing by the Vendor to the Purchaser.
- 4.4 The Purchaser must notify the Vendor immediately, and no later than 1 day, after the Purchaser has lodged or procured that the Stock Transfer Form is lodged with Security Transfer Registrars Pty Ltd.

## **5. General**

### **5.1 Entire Agreement**

- (a) This Agreement sets out the entire agreement and understanding between the parties and supersedes all prior agreement understandings or arrangements (oral or written) in respect of the subject matter of this Agreement.

- (b) The Purchaser acknowledges that it has entered into this Agreement in reliance only upon the representations, warranties and promises (if any) specifically contained in this Agreement and no member of the Vendor's Group shall have any liability in respect of any representation, warranty or promise made prior to Completion unless it was made fraudulently.

## **5.2 *Contracts (Rights of Third Parties) Act 1999***

Unless expressly provided in this Agreement, no term of this Agreement is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it save for Vendor Companies each of which shall be entitled to enforce the provisions of this Agreement.

## **5.3 *Assignment***

- (a) This Agreement shall be binding upon and enure for the benefit of the successors of the parties but, except as set out in sub-clause (b), shall not be assignable by any party without the prior written consent of the other.
- (b) The Purchaser and the Vendor shall each be permitted to assign the benefit of, and any of its rights under, this Agreement to any member of its respective Group provided that:
  - (i) the obligations and liabilities of the other party following such assignment shall be no greater than they would have been had such assignment not occurred;
  - (ii) the assigning party shall reimburse the other party all reasonable costs and expenses to the extent incurred as a result of such assignment;
  - (iii) in respect of an assignment to a member of the Purchaser's Group or Vendor's Group ("**Assignee**"), if such Assignee to which such rights and benefits have been assigned ceases to be a member of the Purchaser's Group or the Vendor's Group (as appropriate), the Purchaser or the Vendor (as appropriate) shall procure that such Assignee shall assign such rights and benefits to the Purchaser or Vendor (as appropriate) or to another member of the Purchaser's Group or Vendor's Group (as appropriate), and
  - (iv) no assignment shall relieve the assignor of its obligations hereunder.

## **5.4 *Variation***

No purported variation of this Agreement shall be effective unless it is in writing and signed by or on behalf of each of the parties.

## **5.5 *Effect of Completion***

Except to the extent already performed, all the provisions of this Agreement shall, so far as they are capable of being performed or observed, continue in full force and effect notwithstanding Completion.

## **5.6 *Invalidity***

If any provision of this Agreement is found by any court or competent authority to be invalid, unlawful or unenforceable in any jurisdiction, that provision shall be deemed not to be a part of this Agreement, but it shall not affect the enforceability of the remainder of this Agreement nor shall it affect the validity, lawfulness or enforceability of that provision in any other jurisdiction.

## **5.7 Releases and waivers**

- (a) The rights, powers and remedies conferred on any party by this Agreement and remedies available to any party are cumulative and are additional to any right, power or remedy which it may have under general law or otherwise.
- (b) Any party may, in whole or in part, release, compound, compromise, waive or postpone, in its absolute discretion, any liability owed to it or right granted to it in this Agreement by any other party or parties without in any way prejudicing or affecting its rights in respect of that or any other liability or right not so released, compounded, compromised, waived or postponed.
- (c) No single or partial exercise, or failure or delay in exercising any right, power or remedy by any party shall constitute a waiver by that party of, or impair or preclude any further exercise of, that or any right, power or remedy arising under this Agreement or otherwise.

## **5.8 Counterparts**

- (a) This Agreement may be executed in any number of counterparts and by the parties on separate counterparts, but shall not be effective until each party has executed at least one counterpart.
- (b) Each counterpart, when executed, shall be an original of this Agreement and all counterparts shall together constitute one instrument.

## **5.9 Confidentiality**

- (a) Except as referred to in sub-clause 5.9(b), each party shall treat as strictly confidential all information received or obtained as a result of entering into or performing this Agreement which relates to the provisions or subject matter of this Agreement, to any other party to this Agreement or the negotiations relating to this Agreement.
- (b) Any party may disclose information which would otherwise be confidential if and to the extent that:
  - (i) it or a member of its Group is required to do so by law or any securities exchange or regulatory or governmental body to which it is subject wherever situated, including, but not limited to, the *Corporations Act 2001* (Cth);
  - (ii) it considers it necessary to disclose the information to its professional advisers, auditors and bankers provided that it does so on a confidential basis;
  - (iii) the information has come into the public domain through no fault of that party; and
  - (iv) each party to whom it relates has given its consent in writing.

## **6. Announcements**

- 6.1 Subject to sub-clause 6.2, no announcement concerning the terms of this Agreement shall be made by or on behalf of any of the parties without the prior written consent of the others.
- 6.2 Any announcement or circular required to be made or issued by any party by law (including the *Corporations Act 2001* (Cth)), or under the regulations of or codes relating to any recognised investment exchange as defined in section 285 of the *Financial Services and Markets Acts 2000* (and including ASX), may be made or issued by that party without consent if it has first sought consent and given the other parties a reasonable opportunity to comment on the subject matter and form of the announcement or circular (given the time scale within which it is required to be released or despatched).

**7. Costs and expenses**

- 7.1 Except as referred to in sub-clause 7.2, each party shall bear its own costs and expenses incurred in the preparation, execution and implementation of this Agreement.
- 7.2 The Purchaser shall pay all stamp and other transfer duties and registration fees applicable to any document to which it is a party and which arise as a result of or in consequence of this Agreement.

**8. Notices**



- 8.1 Any notice to a party under this Agreement shall be in writing signed by or on behalf of the party giving it and shall, unless delivered to a party personally, be left at, or sent by prepaid first class post or prepaid recorded delivery to the address of the party as set out on page 1 of this Agreement or as otherwise notified in writing from time to time.
- 8.2 Except as referred to in sub-clause 8.4, a notice shall be deemed to have been served:
- (a) at the time of delivery if delivered personally;
  - (b) 48 hours after posting in the case of an address in the United Kingdom and 96 hours after posting for any other address.
- 8.3 If the deemed time of service is not during normal business hours in the country of receipt, the notice shall be deemed served at the opening of business on the next Business Day of that country.
- 8.4 The deemed service provisions set out in sub-clause 8.2 do not apply to a notice served by post, if there is a national or local suspension, curtailment or disruption of postal services which affects the collection of the notice or is such that the notice cannot reasonably be expected to be delivered within 48 hours or 96 hours (as appropriate) after posting.
- 8.5 In proving service it will be sufficient to prove:
- (a) in the case of personal service, that it was handed to the party or delivered to or left in an appropriate place for receipt of letters at its address;
  - (b) in the case of a letter sent by post, that the letter was properly addressed, stamped and posted.
- 8.6 A party shall not attempt to prevent or delay the service on it of a notice connected with this Agreement.

**9. Governing law and jurisdiction**

- 9.1 This Agreement and any dispute, claim or obligation (whether contractual or non-contractual) arising out of or in connection with it, its subject matter or formation shall be governed by English law.
- 9.2 The parties irrevocably agree that the English courts shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) arising out of or in connection with this Agreement, its subject matter or formation and waive any right or entitlement they may have to object to such exclusive jurisdiction of the English courts.
- 9.3 The parties hereby agree that any legal proceedings may be served on them by delivering a copy of such proceedings to them in accordance with clause 9 of this Agreement.

**This Agreement** has been executed as a deed and is delivered on the date first appearing at the head of page 1.

Executed as a Deed by  
Kevin T. Crofton for and on behalf of  
SPTS Technologies UK Limited  
in the presence of:

)  
)  
)  
)  
  


Signature of witness:

Name: Richard Craven

Address: 6 Parsonage Court, Portishead BS20 6PH

Occupation: Solicitor

Executed as a Deed by Toshihiro Hayami )  
for and on behalf of )  
SPP Technologies Co., Ltd )  
in the presence of: )



Signature of witness:



Name: Takeaki Sasaki

Address: 1-10 Fuso-cho, Amagasaki, Hyogo, 660-0891  
Japan

Occupation: Manager, Corporate services

**Appendix**  
**(Stock Transfer Form)**



<b>TRANSFER FORM FOR NON-MARKET TRANSACTIONS</b>				<b>Security Transfer Registrars Pty Ltd</b> PO Box 535 Applecross WA 6953 770 Canning Highway Applecross WA 6153 Phone: 61 8 9315 2333 Facsimile: 61 8 9315 2233 Email: registrar@securitytransfer.com.au	
Use a <u>black</u> pen. Print in CAPITAL letters					
<b>1</b>	Stamp Duty if applicable				
<b>2</b>	Full name of Company or Corporation	BluGlass Limited		<b>3</b>	State of Incorporation NSW
<b>4</b>	Description of Securities (Shares, options etc.)	Class Ordinary Fully Paid Shares	If not fully paid, paid to ASX		
<b>6</b>	Quantity	Words Fifty Seven Million, Two Hundred and Sixty One Thousand, Nine Hundred and Ninety Five		Figures 57,261,995	
<b>7</b>	Full name/s of Transferor/s (Seller/s)	SPTS Technologies UK Limited <small>For Company Use</small>			
<b>7A</b>	Securityholder Reference Number (must be quoted)	SRN: 9900104592			
<b>8</b>	Consideration	\$2,000,000 (US Dollars)		<b>9</b> Date of Purchase / /	
<b>10</b>	Full name/s of Transferee/s (Buyer/s)	Title Mr Mrs Ms Miss Dr	Given Name/s SPP Technologies Co., Ltd.	Surname	
<b>10A</b>	Securityholder Reference Number (if applicable)	SRN:			
<b>11</b>	Full postal address of Transferee/s (Buyer/s)	Keidanrenkaikan 15F, 1-3-2 Otemachi, Chiyoda-ku, Tokyo 100-0004  State/Country Japan Postcode			
I / We the registered holder/s and undersigned seller/s for the above consideration do hereby transfer to the above name/s hereinafter called the Buyer/s the securities as specified above standing in my/our name/s in the books of the above named Company, subject to the several conditions on which I/We held the same at the time of signing hereof and I/We the Buyer/s do hereby agree to accept the said securities subject to the same conditions. I/We have not received any notice of revocation of the Power of Attorney by death of the grantor or otherwise, under which this transfer is signed.					
<b>12</b>	Transferor/s (Seller/s) sign here	<div style="display: flex; justify-content: space-around;"> <div style="text-align: center;">             Individual or Securityholder 1  <div style="border: 1px solid black; width: 150px; height: 40px; margin: 10px auto;"></div>             Sole Director or Sole Secretary           </div> <div style="text-align: center;">             Securityholder 2  <div style="border: 1px solid black; width: 150px; height: 40px; margin: 10px auto;"></div>             Director           </div> <div style="text-align: center;">             Securityholder 3  <div style="border: 1px solid black; width: 150px; height: 40px; margin: 10px auto;"></div>             Director/Secretary           </div> </div>			
<b>13</b> Date:    /    /					
<b>14</b>	Transferee/s (Buyer/s) sign here	<div style="display: flex; justify-content: space-around;"> <div style="text-align: center;">             Individual or Securityholder 1  <div style="border: 1px solid black; width: 150px; height: 40px; margin: 10px auto;"></div>             Sole Director or Sole Secretary           </div> <div style="text-align: center;">             Securityholder 2  <div style="border: 1px solid black; width: 150px; height: 40px; margin: 10px auto;"></div>             Director           </div> <div style="text-align: center;">             Securityholder 3  <div style="border: 1px solid black; width: 150px; height: 40px; margin: 10px auto;"></div>             Director/Secretary           </div> </div>			
<b>15</b> Date:    /    /					

DO NOT USE THIS FORM IF YOU ARE TRANSFERRING/BUYING/SELLING BROKER SPONSORED/CHESS HELD SECURITIES.  
YOU MUST CONTACT YOUR BROKER TO PERFORM THIS TRANSACTION.

# GUIDE

**This guide does not form part of the prescribed form and is included by ASIC to assist you in completing and lodging form 605.**

<b>Signature</b>	This form must be signed by either a director or a secretary of the substantial holder.
<b>Lodging period</b>	Nil
<b>Lodging Fee</b>	Nil
<b>Other forms to be completed</b>	Nil
<b>Additional information</b>	<p>(a) If additional space is required to complete a question, the information may be included on a separate piece of paper annexed to the form.</p> <p>(b) This notice must be given to a listed company, or the responsible entity for a listed managed investment scheme. A copy of this notice must also be given to each relevant securities exchange.</p> <p>(c) The person must give a copy of this notice:</p> <ul style="list-style-type: none"> <li>(i) within 2 business days after they become aware of the information; or</li> <li>(ii) by 9.30 am on the next trading day of the relevant securities exchange after they become aware of the information if: <ul style="list-style-type: none"> <li>(A) a takeover bid is made for voting shares in the company or voting interests in the scheme; and</li> <li>(B) the person becomes aware of the information during the bid period.</li> </ul> </li> </ul>
<b>Annexures</b>	<p>To make any annexure conform to the regulations, you must</p> <ol style="list-style-type: none"> <li>1 use A4 size paper of white or light pastel colour with a margin of at least 10mm on all sides</li> <li>2 show the corporation name and ACN or ARBN</li> <li>3 number the pages consecutively</li> <li>4 print or type in BLOCK letters in dark blue or black ink so that the document is clearly legible when photocopied</li> <li>5 identify the annexure with a mark such as A, B, C, etc</li> <li>6 endorse the annexure with the words: <i>This is annexure (mark) of (number) pages referred to in form (form number and title)</i></li> <li>7 sign and date the annexure.</li> </ol> <p>The annexure must be signed by the same person(s) who signed the form.</p>